

## ABSTRAK

Peraturan hukum sebelum Undang-Undang Perkawinan (UU Perkawinan) berlaku, yang mengatur kaidah hukum harta perkawinan secara tertulis, adalah hukum perdata barat. Setelah berlakunya UU Perkawinan, bagi kekayaan suami istri baik secara pribadi maupun bersama-sama, yang berwujud kebendaan saham, sebagai bukti kepemilikan modal di dalam badan hukum perseroan terbatas. Terhadapnya, selain asas-asas hukum harta perkawinan, juga berlaku hukum perdata dan hukum perseroan terbatas. Untuk itu penelitian hukum normatif, ini dilakukan secara preskriptif dengan bersumberkan pada peraturan-peraturan hukum peraturan perundang-undangan sebagai sumber hukum tertulis yaitu, didalam bahan kepustakaan berupa data sekunder di bidang hukum, tujuannya untuk penelaahan atas fakta-fakta hukum. Kedudukan suami dan istri bersandarkan pada pemikiran hukum adat dan hukum agama, yang diatur di dalam UU Perkawinan adalah seimbang termasuk kepada harta perkawinannya. UU Perkawinan mengenal, harta bersama, dan harta suami dan harta istri (harta bawaan) yang masing-masing pada prinsipnya baik suami dan istri cakap melakukan perbuatan hukum untuk melakukan pengurusan, pemilikan dan pembebanan terhadap harta mereka. Apabila suami istri memiliki saham dalam suatu perseroan terbatas, baik karena penyertaan (penyetoran) ke dalam perseroan karena ikut bersama-sama mendirikan, atau dengan cara-cara peralihan hak, pemindahan hak, maupun restrukturisasi perseroan terbatas sebagai badan hukum, sejak itulah harta tersebut telah berubah, dengan sepenuhnya menjadi kekayaan perseroan terbatas, karena statusnya sebagai subyek hukum yang mandiri selaku badan hukum. Prinsip kepemilikan harta bersama adalah kesamaan antara ikatan perkawinan dengan perseroan terbatas, untuk itu prinsip pemisahan harta menjadi perlindungan bagi pemegang dan pemilik saham dalam perseroan, termasuk bagi pasangan suami istri, namun sebaiknya ditegaskan dengan suatu perjanjian kawin, bahwa diantara mereka terdapat peniadaan campur harta atau harta campur terbatas. Apabila terjadi kepailitan perseroan maupun suami atau istri, dengan demikian pembagian tanggung jawab pelunasan utang, tidak serta merugikan kekayaan pribadi suami atau istri, yang masing-masing memiliki saham dalam perseroan.

## ABSTRACT

Regulation of law before Law of Marriage (Marriage Code) going into effect, as a law in writing arranging marriage estate, is west civil law. After going into effect, the law of marriage, for property of husband and wife either through each person, and also together as their marriage, extant of hoarding of share, as evidence of ownership of capital, in limited liability corporation. To marriage estate, besides law of marriage principle, also effecting civil law and limited liability law. For that this research of law, is normative, conduct by prescriptive with source of law in written that within bibliography materials in data of secondary in law area, its target for observation of law facts. Position of wife and husband rest on concept of adat law and religion law, arranged in law of marriage is well-balanced, including to its marriage estate. Law of marriage recognized, unite property, also husband and wife estate (dowry portion) which is in principle, each one, either husband or wife, well and capable conducting act of law to do managing, encumbering and ownership to their estate. If wife husband have share in a limited liability corporation, either due (join) into the company because following collectively establishing, or in the way of switchover of rights, conveyance of rights, and also restructuring of limited liability corporation as legal body, since that's the estate have changed, completely become properties of limited liability, because its status as self-supporting subject of law, as legal body. Principal ownership of unite property is equality among matrimony with limited liability corporation, for that principle dissociation of estate become shield to vendor and owner of share in the company, including to husband or wife as a spouse, but better be affirmed with an prenuptials agreement, that among them, there are mix negation of estate or limited mix of estate. In the event of bankruptcy of limited liability corporation and also husband or wife, thereby the separation of responsibility to redemption of debt, it's not harm properties of husband or wife, as each of them owning share in the limited liability corporation.